

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 7/26/2012

Department Contact: Joy McKee

Phone # 564-8030

Contract or Agreement: Modification No. 1 to the Memorandum of Understanding between the City of ...

Document Name:

City Obligation Amount:

Total Project Budget: 32,810

Uncommitted Account Balance: 0

Account Number: 01-5271-0804-0000

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Joy McKee</i>	7-19-12
2) Legal	<i>Mary C. Gates</i>	7-20-12
3) Finance	<i>[Signature]</i>	7/23
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/26/2012

Action Requested By:
Landscape
Management

Agenda Item Type
Resolution

Subject Matter:

Modification No. 1 to the Memorandum of Understanding

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Modification No. 1 to the Memorandum of Understanding between the City of Huntsville and the University of Alabama Board of Trustees for and on Behalf of the University of Alabama in Huntsville dated July 14, 2011 as adopted and approved by the City Council of the City of Huntsville by Resolution No. 11-489.

Note: If amendment, please state title and number of the original

Item to be considered for: Introduction Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This resolution changes sections 1,2 & 3 of the original MOU

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Jay Hucker

Date: 7-19-12

Modification No. 1 to the
Memorandum of Understanding
between the City of Huntsville and
the University of Alabama Board of
Trustees for and on Behalf of the University
of Alabama in Huntsville dated July 14, 2011
as adopted and approved by the City Council
of the City of Huntsville by Resolution No. 11-489.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

MODIFICATION No. 1

THIS MODIFICATION TO AN MOU is entered into on this the 26th day of July, 2012 by and between the City of Huntsville, Alabama (the City) and the University of Alabama Board of Trustees for and on behalf of the University of Alabama in Huntsville (the University).

WITNESSETH

WHEREAS, the City previously received grant # ARF11-08-032 from the Alabama Department of Environmental Management; and

WHEREAS, the parties previously entered into a Memorandum of Understanding (MOU) setting forth the terms and conditions under which the parties would utilize the grant funds; and

WHEREAS, according to the terms of the said MOU, the City was to give the University the sum of Eight Thousand Thirty-three Dollars (\$8,033.00) for the purchase of a baler for use in the University's recycling program; and

WHEREAS, the City has instead purchased the said baler and given it to the University; and

WHEREAS, the parties desire to amend the said MOU to reflect the purchase of the baler by the City and to de-obligate any funds from the University;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the City and the University agree to the following modification to the MOU:

President of the City Council
Date: _____

1. Delete in their entirety the following sections of the MOU:

1. The City agrees to pay University the sum of Eight Thousand Thirty-three Dollars (\$8,033.00) to purchase a baler for the recycling program at UAHuntsville.
2. In order to receive the said funds, the University shall use the funds exclusively to purchase the said baler for use in the recycling program at UAHuntsville. Upon completion of the purchase, the University shall forward a copy of the invoice for the baler to the City's Director of Landscape Management.
3. The University shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by the City pursuant to this Agreement.

2. Replace the aforesaid sections with the following:

1. The City has purchased and delivered a baler to the University for use in the University's recycling program.
2. The University assumes full ownership of the said baler.
3. The University is not required to obligate any funds for the purchase of the baler. The University shall, however, be solely responsible for the payment of all state, federal and local taxes in connection with City providing the baler to the University pursuant to this Agreement.

3. All other terms and conditions of the MOU remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 on the day and year first above written.

The University of Alabama Board of
Trustees for and on Behalf of the
University of Alabama in Huntsville

Attest:

Felecia Troupe
Felecia Troupe
Assistant Director

By:

Gloria W. Greene
Its: Gloria W. Greene, MA, CRA
Director, Office of Sponsored Programs

City of Huntsville, Alabama
A municipal corporation in the State
of Alabama

Attest: _____
Charles E. Hagood
Clerk-Treasurer

By: _____
Tommy Battle
Mayor

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between the City of Huntsville and
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2. Replace the aforesaid sections with the following:

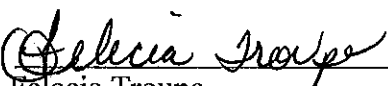
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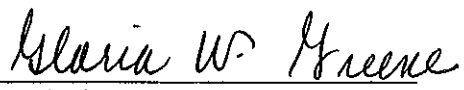
3. All other terms and conditions of the MOU remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification No. 1 on the day and year first above written.

The University of Alabama Board of
Trustees for and on Behalf of the
University of Alabama in Huntsville

Attest:


Felecia Troupe
Assistant Director

By: 
Its: Gloria W. Greene, MA, CRA
Director, Office of Sponsored Programs

City of Huntsville, Alabama
A municipal corporation in the State
of Alabama

Attest: _____
Charles E. Hagood
Clerk-Treasurer

By: _____
Tommy Battle
Mayor